

Employment Contract

Board of Trustees of State Institutions of Higher Learning

This Employment Contract is made and entered into by and between The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi, hereinafter called the Board, and **MICHAEL J SMITH** hereinafter called the Employee.

The Employee is hereby employed as **HEAD SOFTBALL COACH** at The University of Mississippi, hereinafter called the University, for the period beginning **JULY 1, 2019** and ending on **JUNE 30, 2020** at and for the sum of **\$ 245,000**.

This employment contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and bylaws of the Board.
2. The Board reserves the right to increase or decrease said monthly salary at any time during the life of this contract. Any decrease shall be made only when and if necessary to keep expenditures of the University within that part of the legislative appropriation allotted to the University for the period covered by this contract and shall be effective only from and after the date of the passage of an order by the Board.
3. The Board shall have the authority to terminate this contract at any time for the following:
 - a. Financial exigencies as declared by the Board;
 - b. Termination or reduction of programs, academic or administrative units as approved by the Board;
 - c. Malfeasance, inefficiency or contumacious conduct;
 - d. For cause.
4. In the event the Employee abrogates this contract for his/her convenience, the Board shall then fix the time and conditions of termination.
5. Special Provisions:

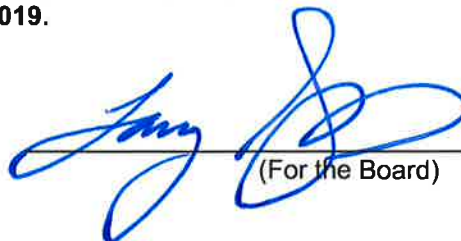
☐ None

☒ Attached Clause(s) ATH-1 (HC), ATH-2(HC), ATH-3, ATH-4, ATH-5 (HC), ATH-6
ATH-8,

In witness whereof, the parties hereto have executed this Employment Contract on this the 9 day of August, 2019.



(Employee Signature)



(For the Board)

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-1(HC)

Athletics (Performance Incentives)

If before the beginning of any contract year during the term of this contract the University has adopted a team performance incentive plan for the team coached by Employee, and if after the adoption of such team performance incentive plan the Employee or the team coached by Employee achieves any performance milestone(s) as defined in the team performance incentive plan, the University shall pay the Employee an additional sum as defined in the team performance incentive plan for achieving the performance milestone(s).

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Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-2 (HC)

Athletics

(Definition of Cause, Malfeasance, Inefficiency, and Contumacious Conduct)

Employee acknowledges that if the Board/University forms a reasonable belief based upon a reasonable investigation that any of the following have occurred, the Board/University has "cause" under Section 3.d. of this Contract, and the Board/University may, in its sole discretion, change or reassign Employee's duties, suspend or withhold a salary increase referenced in ATH-5, suspend Employee without pay and/or terminate this Contract, or take any lesser disciplinary action against Employee:

- (i) any material violation by Employee of any law, regulation, rule, bylaw, policy, or constitutional provision of the United States, the State of Mississippi, the IHL, the University, the NCAA, the SEC or other athletics conference, including any such violation which may have occurred prior to Employee's employment with the University, that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program;
- (ii) failure by Employee to timely report to the University's Director of Intercollegiate Athletics any violation of any law, regulation, rule, bylaw, policy, or constitutional provision of the United States, the State of Mississippi, the IHL, the University, NCAA or SEC by any student-athlete, athletics staff member, or other representative of the University's athletics interests about which Employee knows, or upon reasonable investigation should have known;
- (iii) any material violation of any law, regulation, rule, bylaw, policy or constitution of the United States, the State of Mississippi, the IHL, the University, the NCAA or the SEC by any member of Employee's staff, any student-athlete coached by Employee, or any representative of the University's athletics interests that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program and either (a) the violation occurs or continues to occur after Employee knew or should have known that it was about to occur or was occurring and Employee failed to act reasonably to prevent, limit, mitigate, or report such violation to the appropriate University administrator; or (b) the violation occurred as a result of the Employee's failure to establish and maintain reasonable policies and procedures to prevent such violations;
- (iv) Involvement in any significant violation or repetitive violations of NCAA rules by Employee or by any athletics staff under Employee's direct or indirect supervision which may, in the reasonable and good faith judgment of the University, reflect adversely upon the University or its athletics program. As used in subparagraph (iv), a "significant violation or repetitive violations" of NCAA rules shall include, but not be limited to: (a) involvement in any "major" violations of NCAA rules as defined by those rules for conduct occurring before October 30, 2012; (b) involvement in any Level I or Level II infraction of NCAA rules as defined by those rules for conduct occurring after October 30, 2012; (c) involvement in multiple, similar Level III or Level IV infractions or systemic Level III or Level IV infractions of NCAA rules as defined by those rules for conduct occurring after October 30, 2012; (d) involvement in multiple, similar "secondary" violations of NCAA rules as defined by those rules for conduct occurring before October 30, 2012; and (e) "unethical conduct" as defined by NCAA rules;
- (v) failure by Employee to comply with the enforcement, penalty, and other disciplinary provisions and procedures of the NCAA or of the SEC, including but not limited to the provisions of Article 4 of the SEC Constitution and of SEC Bylaw 19.8.
- (vi) issuance of a "show cause" or other penalty by the NCAA or the SEC requiring termination, suspension or temporary reassignment of duties assigned to Employee under this contract;
- (vii) commission by Employee of any felony or of any crime involving dishonesty or immoral conduct or engaging in any conduct that constitutes moral turpitude or causes notorious and public scandal;
- (viii) knowingly participating in "sports wagering" (as that term is defined in NCAA rules) activities or providing information to individuals involved in or associated with sports wagering activities concerning intercollegiate, amateur or professional competition;
- (ix) failure by Employee to use best efforts in the discharge of Employee's University duties and in support of related organizations;
- (x) refusing or failing to perform any duties reasonably related to Employee's position, or failing to perform the same to the best of Employee's ability, after notice to Employee of the University's expectations;
- (xi) prolonged absence from the University without the consent of the Director of Intercollegiate Athletics;
- (xii) seeking or considering, whether directly or through any agent or representative (whether acting with or without Employee's knowledge), employment with another sports-related business or program without the express written consent of the Director of Intercollegiate Athletics, which consent will not be unreasonably withheld; or
- (xiii) acceptance by Employee of employment with another sports-related business or program without the express written consent of the Director of Intercollegiate Athletics.

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-3

Athletics **(Athletically-Related Income and Benefits)**

Employee hereby stipulates that annually, on or before July 1st of each year, Employee shall provide the Chancellor a written report of any athletically-related income and benefits exceeding \$600 that Employee received from sources outside the University, including, but not limited to: (i) University-affiliated athletics support foundations, annuities, sports camps, housing benefits, and complimentary ticket sales; (ii) endorsement or consultation contracts with athletic shoe companies, equipment manufacturers/sellers, apparel companies, television, and/or radio programs; and (iii) ownership, control, or management of a foundation, organization, or other entities. Employee shall provide the Chancellor any corroborating information deemed necessary to verify the report.

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Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-4

Athletics (Summer Camp)

In addition to the salary herein above set out, the Employee may receive annual supplemental compensation of not more than \$ 10,000 each year from the net revenues received from Camp, hereinafter called summer camp. To receive supplemental compensation, the employee must, with the prior written approval of the Chief Executive Officer of the University, organize, run, operate and be present at such summer camp. The revenues covered by this section include all fees received in connection with the operation of such summer camp. In determining the net revenues upon which the supplemental compensation is based, there shall be deducted from the revenues all expenses of the summer camp. All expenses of the summer camp shall include, but not be limited to, all housing charges, all food service charges, all equipment and supply charges, and must be paid in full before the Employee shall be entitled to any supplemental compensation. The supplemental compensation covered in this section can be made available only to the extent of the net revenues generated from the summer camp.

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Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-5 (HC)

Athletics (Multi-year Clause)

The parties understand and agree that this is **FIRST** year of a **THREE (3)** year contract beginning **JULY 1, 2019** and ending **JUNE 30, 2022**.

For each year of this Employment Contract following the first year (2019-2020), the Employee is eligible to receive a salary increase, up to a maximum of \$20,000, in an amount received by the Employee as a performance incentive payment under clause ATH-1 for the previous season. For example, if the Employee receives a performance incentive payment of \$24,000 based on the team performance during the 2020 season, the Employee shall be eligible for a salary increase of \$20,000 effective on July 1, 2020 for the 2020-2021 year. This salary increase is subject to the Board's/University's sole discretion to suspend or withhold the increase pursuant to clause ATH-2.

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Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-6

Athletics **(Buy-out Option)**

At any time during the term of this Contract, either party may elect in that party's sole discretion to buy-out that party's obligations under this Contract and terminate the employment relationship as follows:

The Board/University may elect to buy-out its obligations under this Employment Contract by paying Employee the following amounts:

- (i) If the Board/University elects to buy-out its obligations with at least three full seasons remaining under the Employment Contract, the Board/University will pay Employee forty percent (40%) of the base salary remaining or that would have been paid to Employee during the unfulfilled term of this Contract in semi-annual installments over the remaining or unfulfilled term of this Contract;
- (ii) If the Board/University elects to buy-out its obligations with at least two full seasons but less than three full seasons remaining under the Employment Contract, the Board/University will pay Employee fifty percent (50%) of the base salary remaining or that would have been paid to Employee during the unfulfilled term of this Contract in semi-annual installments over the remaining or unfulfilled term of this Contract;
- (iii) If the Board/University elects to buy-out its obligations with at least one full season but less than two full seasons remaining under the contract, the Board/University will pay Employee sixty percent (60%) of the base salary remaining or that would have been paid to Employee during the unfulfilled term of this Contract in semi-annual installments over the remaining or unfulfilled term of this Contract;
- (iv) If the Board/University elects to buy-out its obligations with less than one full season remaining under the contract, the Board/University will pay Employee seventy percent (70%) of the base salary remaining or that would have been paid to Employee during the unfulfilled term of this Contract in semi-annual installments over the remaining or unfulfilled term of this Contract.

Employee may elect to buy-out his or her obligations under this Employment Contract by providing written notice and paying the Board/University an amount equal to fifty percent (50%) of the amount the Board/University would have to pay under this Clause in accordance with the applicable time periods set forth above in i-iv. However, if Employee elects to buy-out his or her obligations under this Employment Contract to accept a coaching position at another SEC institution, the Employee must provide written notice and pay an amount equal to seventy-five percent (75%) of the amount the Board/University would have to pay under this Clause in accordance with the applicable time periods set forth above in i-iv. Employee must make payment under this Clause within sixty (60) days of the last day of employment with the Board/University.

If either party elects to exercise that party's buy-out option, that party will have completely discharged its obligations under this Employment Contract, and the employment relationship will be immediately terminated. These buy-out rights have been freely negotiated among the parties, and exercising buy-out rights is not a breach of this Employment Contract, but an alternative means of full performance.

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Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-8

Athletics (Cooperation)

Employee hereby stipulates that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, as specified in NCAA Bylaw 19.2.3. Employee also stipulates that individuals found in violation of NCAA regulations shall be subject to disciplinary or corrective action, as set forth in the provisions of the NCAA infractions process (NCAA Bylaw 19), including suspension without pay or termination of employment. Employee further stipulates that the obligation to cooperate survives the termination of this Agreement, and where the circumstances warrant, shall be commensurate with the length of time required to conclude the NCAA investigation and/or appeal, if any, giving rise to the duty to cooperate.